

ORIGINAL

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WAIT LAW FIRM  
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Attorneys for Defendant  
CONTINENTAL TIRE NORTH AMERICA, INC.

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

OLIMPIA ALEJANDRINA CHACHON,  
individually, and as Guardian Case No.: 3:06-cv-00283-ECR-RAM  
Ad Litem for KATHERINE  
RIVERA; MARIA DELGADO,  
individually, and as Guardian  
Ad Litem for MARIA DELCARMEN STIPULATION FOR PROTECTIVE ORDER  
LOPEZ, JOSE ANGEL LOPEZ, and  
NANCY DELGADO LOPEZ; ROSARIO  
IBARRA; EUGENIA LOPEZ;  
CLAUDIA PACHECO,  
individually, and as Guardian  
Ad Litem for RICARDO PACHECO,

Plaintiffs,

v.

CONTINENTAL TIRE NORTH  
AMERICA, INC. and DOES I-V,

Defendants.

STIPULATION

IT IS HEREBY STIPULATED among the parties to the above-  
entitled action, through their respective undersigned counsel of  
record, that the court should be requested to enter a Protective

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Attorneys At Law

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1 Order in the language contained in the proposed Protective Order  
2 attached hereto and marked Exhibit "A."

3 Dated: Oct 10, 2006.

4 KILPATRICK, JOHNSTON & ADLER  
5 412 N. Division Street  
6 Carson City, Nevada 89703

7  
8 By: Charles M. Kilpatrick  
9 Charles M. Kilpatrick, Esq.  
Nevada Bar #000275

10 Attorneys for Plaintiffs

11  
12 Dated: October 12, 2006.

13 WAIT LAW FIRM

14  
15 By: Eugene J. Wait, Jr.  
16 Eugene J. Wait, Jr., Esq.  
17 Nevada Bar #001794

18 Attorneys for Defendant  
19 CONTINENTAL TIRE NORTH  
20 AMERICA, INC.  
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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

OLIMPIA ALEJANDRINA CHACHON,  
individually, and as Guardian  
Ad Litem for KATHERINE RIVERA;  
MARIA DELGADO, individually,  
and as Guardian Ad Litem for  
MARIA DELCARMEN LOPEZ, JOSE  
ANGEL LOPEZ, and NANCY DELGADO  
LOPEZ; ROSARIO IBARRA; EUGENIA  
LOPEZ; CLAUDIA PACHECO,  
individually, and as Guardian  
Ad Litem for RICARDO PACHECO,

Case No.: 3:06-cv-00283-ECR-RAM

PROPOSED PROTECTIVE ORDER

Plaintiffs,

v.

CONTINENTAL TIRE NORTH  
AMERICA, INC. and DOES I-V,

Defendants.

\_\_\_\_\_ /



UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

OLIMPIA ALEJANDRINA CHACHON,  
individually, and as Guardian Case No.: 3:06-cv-00283-ECR-RAM  
Ad Litem for KATHERINE  
RIVERA; MARIA DELGADO,  
individually, and as Guardian  
Ad Litem for MARIA DELCARMEN  
LOPEZ, JOSE ANGEL LOPEZ, and  
NANCY DELGADO LOPEZ; ROSARIO  
IBARRA; EUGENIA LOPEZ;  
CLAUDIA PACHECO,  
individually, and as Guardian  
Ad Litem for RICARDO PACHECO,

PROTECTIVE ORDER

Plaintiffs,

v.

CONTINENTAL TIRE NORTH  
AMERICA, INC. and DOES I-V,

Defendants.

Pursuant to the Stipulation signed by the parties and good  
cause appearing therefor,

IT IS HEREBY ORDERED:

1. CONTINENTAL TIRE NORTH AMERICA, INC. ("CTNA")  
recognizes that discovery in a product liability suit may call



1 for the production of material containing confidential and  
2 proprietary business information and other commercially sensitive  
3 information of CTNA, and that CTNA has a protected proprietary  
4 and property interest in those material.

5  
6 a. CTNA shall designate those documents and other  
7 material deemed to contain confidential or proprietary  
8 information by stamping, marking, or otherwise identifying such  
9 material as "Confidential Material." Such designation shall make  
10 such items and all copies, prints, summaries, or other  
11 reproductions of such material subject to this Order.

12  
13 b. In the event counsel for any party, in good faith,  
14 disputes the designation of any document as Confidential, he or  
15 she shall notify counsel for CTNA in writing. CTNA shall then  
16 seasonably apply to the court for a determination that the  
17 document is protected pursuant to F.R.C.P. 26(c).

18  
19 c. Until a final determination by the court, any  
20 disputed document will be treated as Confidential Material  
21 pursuant to this Protective Order.

22 2. The Protective Order shall not preclude the parties  
23 from exercising any rights or raising any objections otherwise  
24 available to them under the rule of discovery and evidence.

25 a. When used in this description, the word  
26 "Confidential" means CTNA trade secrets, research, development  
27 and other proprietary information.  
28



1           b. When used in this description, the term  
2 "Confidential Material" means all written materials, computer  
3 documents, videotapes, answers to interrogatories, responses and  
4 requests for production, deposition transcripts and all other  
5 tangible items which disclose "Confidential" information.  
6

7           c. In the case of a deposition or oral examination,  
8 counsel for CTNA may, during the deposition, designate that  
9 testimony involving Confidential Material be held as  
10 confidential. In that event, the court reporter will transcribe  
11 such questions and answers apart from the regular transcript, as  
12 well as any exhibits marked during the testimony, and submit them  
13 directly to the court under seal.  
14

15           d. Documents which have been produced by CTNA to any  
16 governmental agency or body such as the National Highway Traffic  
17 Safety Administration ("NHTSA") at any time, and deemed by that  
18 agency or body to be confidential pursuant to 49 CFR 512 or other  
19 similar regulations, constitute Confidential Material for the  
20 purposes of this Protective Order and are, as such, covered by  
21 its terms.  
22

23           e. When used in this description, the term "Covered  
24 Persons" includes the following: (1) the named plaintiff(s) and  
25 defendants, other than CTNA in this litigation; (2) the named  
26 counsel for all parties, other than CTNA in this litigation,  
27 including members of counsel's legal or support staff (e.g. in-  
28 house investigators, secretaries, legal assistants, paralegals



1 and law clerks), to the extent reasonably necessary for such  
2 persons to render assistance in this litigation; and (3) experts  
3 retained or consulted by counsel for any party other than CTNA to  
4 assist in the preparation, prosecution, or evaluation of this  
5 litigation.  
6

7 Absent further order of the court, those documents marked as  
8 Confidential Material, as described in paragraph 1a, shall not be  
9 used for any purpose other than the prosecution or defense of  
10 this captioned action, and shall not be shown, disseminated or  
11 disclosed in any matter to anyone other than covered persons  
12 without the prior written agreement of CTNA or an order of the  
13 court after due notice to CTNA.  
14

15 3. Before showing or divulging the contents of any  
16 Confidential Material to any covered person, counsel shall first  
17 obtain from each such person a signed "Written Assurance" in the  
18 form attached hereto. Counsel shall maintain a list of all such  
19 recipients of Confidential Material to whom this paragraph  
20 applies and the original of all Written Assurances required  
21 pursuant to this paragraph. Counsel shall provide copies of each  
22 Written Assurance to CTNA within two (2) working days of its  
23 execution and prior to the disclosure of the Confidential  
24 Material. However, parties shall not be required to disclose the  
25 actual identity of any expert retained or consulted by the party  
26 until it is determined that such expert will be a witness at  
27 trial. All "consulting" experts shall be required to execute the  
28



1 Written Assurance and counsel shall forward the same to CTNA,  
2 along with all materials provided, at the conclusion of the  
3 litigation.

4 4. Information and documents subject to this Order and any  
5 duplicates thereof may not be used for any purpose other than the  
6 prosecution of this lawsuit.

7 5. If any Confidential Material is filed with this court,  
8 including any pleading or memorandums incorporating Confidential  
9 Material, it shall be filed in a sealed envelope on which the  
10 following legend shall prominently appear:

11 CHACHON, ET AL v. CONTINENTAL TIRE NORTH AMERICA, INC.

12 Case No.: 3:06-cv-00283-ECR-RAM

13 Confidential - This envelope contains documents or  
14 other material filed by [name of party]; it shall not  
15 be opened nor the contents thereof displayed or  
16 revealed except by the Order of this court.

17 Confidential Material may be introduced into evidence, if  
18 otherwise admissible, provided that the plaintiff shall provide  
19 CTNA ten (10) days prior notice of its intent so that CTNA may  
20 have adequate opportunity to seek in camera treatment of such  
21 documents.

22 6. At the conclusion of this litigation, all Confidential  
23 Material shall be returned to CTNA. Counsel shall return all  
24 documents which were produced in discovery pursuant to the  
25 Protective Order and shall contact all persons who have executed



1 Written Assurances and direct the return of all Confidential  
2 Material, including all copies, to CTNA. If this litigation is  
3 settled, CTNA will expect the return of all Continental material  
4 prior to delivering a settlement check which will be held by  
5 CTNA's counsel for delivery.  
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7 Dated: October 16, 2006.

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10 UNITED STATES MAGISTRATE JUDGE  
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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

OLIMPIA ALEJANDRINA CHACHON,  
individually, and as Guardian  
Ad Litem for KATHERINE RIVERA;  
MARIA DELGADO, individually,  
and as Guardian Ad Litem for  
MARIA DELCARMEN LOPEZ, JOSE  
ANGEL LOPEZ, and NANCY DELGADO  
LOPEZ; ROSARIO IBARRA; EUGENIA  
LOPEZ; CLAUDIA PACHECO,  
individually, and as Guardian  
Ad Litem for RICARDO PACHECO,

Case No.: 3:06-cv-00283-ECR-AM

DECLARATION OF WRITTEN ASSURANCE

Plaintiffs,

v.

CONTINENTAL TIRE NORTH  
AMERICA, INC. and DOES I-V,

Defendants.

I hereby acknowledge and affirm under penalties of perjury  
that I have read the terms and conditions of the Protective Order  
agreed to by the parties in CHACHON, ET AL v. CONTINENTAL TIRE  
NORTH AMERICA, INC., Case No.: 3:06-cv-00283-ECR-AM, on

\_\_\_\_\_(date).



1 I understand the terms of the Order and declare under  
2 penalties of perjury that I consent to be bound by the terms of  
3 the Order as a condition to being provided access to the  
4 Confidential Documents furnished by CONTINENTAL TIRE NORTH  
5 AMERICA, INC. ("CTNA").

6 Further, by executing this Declaration of Written Assurance,  
7 I hereby consent to the jurisdiction of the above-captioned court  
8 for the special and limited purpose of enforcing the terms of the  
9 Protective Order.  
10

11 I recognize that all civil remedies for breach of this  
12 Declaration of Written Assurance are specifically reserved by  
13 CTNA and are not waived by the disclosure provided for herein.  
14 Further, in the event of the breach of this Declaration of  
15 Written Assurance, I recognize that CTNA may pursue all civil  
16 remedies available to it as a third-party beneficiary of this  
17 Declaration of Written Assurance.  
18

19 Executed under penalties of perjury in the City of  
20 \_\_\_\_\_, State of \_\_\_\_\_, on \_\_\_\_\_,  
21 20\_\_\_\_.

22 \_\_\_\_\_  
Name

23 \_\_\_\_\_  
Firm

24 \_\_\_\_\_  
Address

25 \_\_\_\_\_  
City

26 \_\_\_\_\_  
State, Zip

27 \_\_\_\_\_  
Telephone Number  
28